

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
UNIVERSITY OF NEBRASKA CONTRACT NO. 9966
ANNUAL REQUIREMENTS FOR
CUSTODIAL PAPER GOODS AND CONSUMABLES

DATE: August 10, 2005

CONTRACT PERIOD: July 1, 2005 thru June 30, 2006

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

CONTRACTOR: American Sanitary Inc.
DBA AM SAN Nebraska, Inc
4616 Pierce Drive
Lincoln, NE 68504

Company Representative: LaRue Langenberg
Telephone No.: 402/4555
FAX No.: 402/466-5777
E-Mail Address: llangenberg@amsan.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER CONTRACT DOCUMENTS

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O.# 05080002
Dated: 08/09/05

C-050421
FILED

LANCASTER COUNTY, NEBRASKA PARTICIPATION AGREEMENT

AUG 4 2005

LANCASTER COUNTY CLERK

THIS AGREEMENT, made and entered into this 9 day of Aug, 2005, by and between American Sanitary Inc., dba AM SAN Nebraska, Inc., Nogg Chemical and Paper, 6260 Abbott Drive, Omaha, Nebraska, 68110 hereinafter called "Contractor", and Lancaster County, Nebraska, hereinafter called the "County".

WITNESS, that:

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, a competitive bidding and selection process has been conducted by the University of Nebraska, Lincoln, NE (UNL) for Custodial hard goods, paper and related items; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the UNL, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the UNL, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract; and

WHEREAS, the UNL'S contract allows for other governmental agencies, political subdivisions, or institutions choosing to participate in any resultant contract to negotiate separately with the Contractor to purchase products on the same terms and conditions and pricing as the UNL.

WHEREAS, the County has chosen, in accordance with law, to participate in the resultant contract to purchase it's needs for this commodity herein described, and has approved and adopted said documents for and in connection with said Work, to-wit:

for all labor, material and equipment necessary to provide an inventory of custodial hard goods and paper products/supplies as required to meet the needs of City/County Dept./Div./Agencies as may be determined by County. Contractor shall routinely furnish and deliver to designated delivery locations those items under contract along with any training requested under this agreement. All products purchased will be billed to the individual Dept./Div./Agency at the prices stated in the proposal, as per UNL Specification #9966 and contract (opened April 22, 2004 and incorporated - EXHIBIT 1); and

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

1. The County agrees to the terms and provisions of the UNL'S contract and wishes to participate in the contract to purchase products from the Contractor pursuant to such contract.
2. All prices and privileges offered to the UNL shall also be offered the County under our separate agreement.

3. Under no circumstances shall the County be contractually obligated or liable for any purchase by another institution, political subdivision or agency.
4. Independent Contractor Status. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.
 - 4.1 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of worker's compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor hereunder.
 - 4.2 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and safety requirements.
5. Indemnification. The Contractor shall indemnify and hold harmless the County, its agents, officers and employees from and against all claims, demands, suits, actions, payments, damages, losses, and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property (other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; and is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
 - 5.1 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 5 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
6. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the attached "Insurance Requirements for County Contracts" (**Exhibit 2**). The County shall be named as additional insured with regard to the performance of the contract services.
7. Non-Discriminate. In connection with the performance of this Agreement, Contractor shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.
8. Price. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the sums and prices for all commodities covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County.

All commodities procured by the County from the Contractor shall be billed at **cost plus 7% basis (with the exception of custodial machines/equipment and chemical)**. If requested the Contractor shall provide actual product cost/manufacturer's invoices with the cost plus formula used on all items for auditing purposes. (**see Exhibit 1)**.

9. Term. The term of the agreement shall be effective from the date of this agreement, on or about **July 1, 2005 For a period of 12 consecutive months to June 30, 2006.**

The contract may be renewed for additional periods of twelve (12) months each upon completion of the initial bases contracted period, for three (3) additional years, provided written mutual concurrence of both parties is exercised in writing, ninety (90) days prior to the expiration of the existing contract.

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA

Kristy Mundt
Deputy Lancaster County Attorney

Deb Schorr
Vice Chairperson, Board of Commissioners 8/9/05

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

AmJan Nogg
Name of Corporation

6260 Abbott Drive Omaha NE 68110
Address

By: [Signature]
Duly Authorized Official

President & G.M.
Legal Title of Official

UNIVERSITY OF NEBRASKA
Office of University Services
Purchasing Department
1700 "Y" Street
Lincoln, Nebraska 68588-0645

PROPOSAL TO
University of Nebraska
For

PRIME VENDOR CONTRACT -- CUSTODIAL SUPPLIES/HARDGOODS
THE UNIVERSITY OF NEBRASKA

I/we, the undersigned, having carefully examined the specifications and conditions of this proposal, and fully understanding the type and quality of the product(s) and/or service(s) required, hereby propose to supply the following product(s) and/or service(s) at the prices stated and certify that such prices include all costs of installation, transportation, packaging, delivery, storage, and service under warranty, F.O.B. Destination to the designated University location.

The University of Nebraska requests bid proposal responses for a **PRIME VENDOR CONTRACT -- CUSTODIAL SUPPLIES/HARDGOODS** as per the attached specifications, proposal pages, and general bid conditions.

All questions concerning this bid proposal are to be directed to the buyer,
Roger Spiehs: Phone (402) 472-5741 Fax (402) 472-2246.

Receipt of Addenda - Numbered 1 through 1 acknowledged

Am San Nogy Chemical & Paper
FIRM NAME

6260 Abbott Drive
ADDRESS

Omaha NE 68110
CITY AND STATE ZIP

(402) 453-6644 (402) 453-5966
PHONE FAX NUMBER

RICK FABER

BY (TYPED)

[Signature]
SIGNATURE

President & General Manager
TITLE

56-2049229
FEDERAL ID #

4/21/04
DATE